RULE AGAINST PERPETUITIES — RULE AGAINST POSSIBILITY ON POSSIBILITY EXTENDED TO EQUITABLE ESTATES. — The result of a power of appointment, when read into the original settlement, was to give an equitable estate to an unborn person for life with a remainder to his unborn child. *Held*, that the appointment is invalid. *In re Nash*, 26 T. L. R. 57 (Eng. Ct. App., Nov. 2, 1909).

In affirming the decision of the Chancery Division, the court confines the doctrine of a possibility on a possibility to such a limitation as was here involved. For a discussion of the decision in the lower court, see 23 HARV. L. REV. 231.

RULE IN SHELLEY'S CASE — DISTINCTION BETWEEN DEEDS AND WILLS. — A testator devised land to A for life, remainder to the heirs of A. The will contained a provision that A should have no power to convey for a longer period than his life. *Held*, that the rule in Shelley's Case is inapplicable. *Westcott* v. *Meeker*, 122 N. W. 964 (Ia.).

In a previous case the Iowa court held that the rule in Shelley's Case was applicable to a conveyance by deed and declared that it constituted a part of the common law of the state. *Doyle* v. *Andis*, 127 Ia. 36. The principal case is clearly irreconcilable with this decision. Two questions arise in applying the rule in Shelley's Case: First, whether the donees in remainder are to take as purchasers or as heirs of the life tenant; secondly, whether the rule is applicable. See *Shapley* v. *Diehl*, 203 Pa. St. 566. It is true that the intention of the testator may give to words in a will a meaning which they could not have in a deed. *McIlhinny* v. *McIlhinny*, 137 Ind. 411. But an express declaration that the prior estate shall be only for life does not justify the construction that the remaindermen take as purchasers. *Roe* v. *Bedford*, 4 M. & S. 362. And once it is determined that the remaindermen are to take as the heirs of the life tenant, then the rule applies irrespective of the testator's intention. *Van Gruten* v. *Foxwell*, [1897] A. C. 658. See 11 HARV. L. REV. 418; 12 *ibid.* 64. And on this point there is no basis for a distinction between wills and deeds. *In re White & Hindle's Contract*, 7 Ch. D. 201.

SALVAGE — SERVICES RENDERED TO SHIP IN DRY DOCK. — The libellants extinguished a fire on a vessel in dry dock. *Held*, that they are entitled to salvage. *The Steamship Jefferson*, 215 U. S. 130.

This decision reverses that of the lower court discussed in 21 HARV. L. REV. 634.

STATES — EFFECT OF GRANT OF CONCURRENT JURISDICTION OVER BOUNDARY RIVERS. — A federal court sitting within the State of Washington issued a restraining order against an unlawful obstruction on the Columbia River. A decision of the United States Supreme Court thereafter determined that this obstruction was in Oregon. The defendant then moved that the suit be dismissed for want of jurisdiction. *Held*, that the motion to dismiss should be denied. *Columbia River Packers' Association* v. *M'Gowan*, 172 Fed. 991 (Circ. Ct., W. D. Wash.).

For a discussion of the principles involved, see 22 HARV. L REV. 599.

VOLUNTARY ASSOCIATIONS — AUTHORITY OF EXECUTIVE COMMITTEE TO BORROW MONEY. — The National Executive Committee of the Socialist Labor Party, an unincorporated voluntary association, borrowed money of the plaintiff, and its action was subsequently approved by the national convention of the party. Suit was brought against the defendant, as treasurer of the association. *Held*, that the plaintiff cannot recover. *Siff* v. *Forbes*, 42 N. Y. L. J. 1005 (N. Y. App. Div., Nov. 1909).

Section 1919 of the New York Code of Civil Procedure allows suit against the president or treasurer of an association only when all the members are jointly or severally liable. It therefore merely simplifies the remedy and does not increase